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FILED IN DISTRICT COURT
OKLAHOMA COUNTYIN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

OCT 27 2023

TRENT FOGLEMAN and COSMETIC SURGERY CENTER,)
Plaintiff,)
)

vs.

RICK WARREN
COURT CLERKCYNOSURE BEAUTIFUL ENERGY,)
)

Defendant.)

PETITION

COME NOW, the Plaintiffs, above named, by and through their attorney of record, E. Ed Bonzie of the Bonzie Law Firm and for their cause of action allege the following:

1. The Plaintiff, Dr. Trent Fogleman is the owner and operator of the Cosmetic Surgical Center, an Oklahoma registered clinic that has its headquarters in Oklahoma City, Oklahoma.
2. At all times relevant to this case, Defendant Cynosure operated a business known as Cynosure Beautiful Energy headquartered in Massachusetts.
3. On or about June 30, 2020, Defendant Cynosure, through its Representative and Agent, Kyle Weisensee contracted with Plaintiff to sell the Clinic business equipment, to wit: SECRET RF and TRUE SCULPT ID units and apply the sale proceeds to wards the payment of loans/lease agreement on the SECRET RF and TRUE SCULPT ID units.
4. Additionally, Cynosure was to pay off any remaining balance left over from the sale of these above two units, and Plaintiff would purchase from Cynosure the POTENZA and TEMPSURE units to replace the SECRET RF and TRUESCRIPT ID units. The purchase was to be financed through the Frontier State Bank.
5. Further, it was agreed that if after 2 years -time and the units purchased from Cynosure were not producing adequate revenue/ROI, Cynosure would assist with the sale of the

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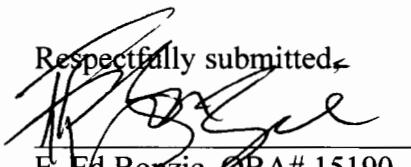
units for the balance remaining on the loans with Frontier State Bank.

6. That Cynosure, has failed to pay off the original balance of \$44,736.19 remaining on the sale of the SECRET RF and TRUESCULPT ID units, and the current balance owed as of May 22, 2023 on the two Cynosure units (POTENZA and TEMPSURE) is \$151,806.14. Defendant has failed to pay-off the original remaining balance of \$44,736.19 and has not complied with assisting with the sale of the two new units and the payment of the balance of \$151,806.14.

7.. In addition to Defendant's breach of the contract set out between the parties, Plaintiff is being forced to pay for attorneys to collect the amount owed. Defendant's conduct in dealing with Plaintiff has constituted a breach of the contract between the parties, and the Plaintiff has suffered actual and consequential damages in a sum in excess of One Hundred and Ninety-Six Thousand Five Hundred Forty-Two Dollars and Thirty-Three Cents (\$196,542.33).

WHEREFORE, the Plaintiff prays that this Court determines the amount owed by Defendant to Plaintiff under the contract - agreement made between the parties and order said Defendant to pay such amount in a sum of not less than One Hundred and Ninety-Six Thousand and Five Hundred and Forty-Two and Thirty-Three Cents (\$196,542.33) plus interest and attorney fees as provided by law.

Respectfully submitted,


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